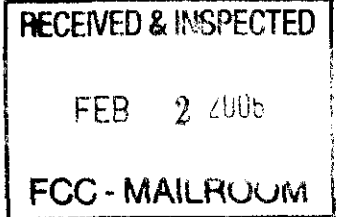


Before the
FEDERAL COMMUNICATIONS COMMISSION
Washington, DC 20554



In the Matter of)
Implementation of Section 621(a)(1) of)
the Cable Communications Policy Act of 1984)
as amended by the Cable Television Consumer)
Protection and Competition Act of 1992)

MB Docket No. 05-311

COMMENTS OF THE CITY OF ST. CHARLES

These Comments are filed by the City of St. Charles in support of the comments filed by the National Association of Telecommunications Officers and Advisors ("NATOA"). Like NATOA, the City of St. Charles believes that local governments can issue an appropriate local franchise for new entrants into the video services field on a timely basis, just as they have for established cable services providers. In support of this belief, we wish to inform the Commission about the facts of video franchising in our community.

As with many communities, St. Charles has a cable ordinance that operates in conjunction with the franchise agreement, the terms of which are often negotiated with the cable company in conjunction with the franchise agreement. This document and the franchise are collectively referred to as the "franchise" below.

Cable Franchising in Our Community

Community Information

The City of St. Charles is a city with a population of 31,834. Our franchised cable provider is Comcast Corporation. Our community has negotiated cable franchises since September 1982.

Our Current Franchise

Our current franchise began on September 7, 1982, and expires on June 30, 2006. Under the statutory timeline laid out in the Federal Cable Act, the cable operator has a 6-month window beginning 36 months before the expiration of the franchise in which to request a renewal under the Federal Act. As a result, at this time we are currently negotiating a franchise renewal with the incumbent provider.

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Our franchise requires the cable operator to pay a franchise fee to the City in the amount of 5% of the cable operator's revenues. The revenues for franchise fee purposes are calculated based on the gross revenues of the operator, in accordance with the Federal Cable Act.

We require the cable operator to provide the following capacity for public, educational, and/or governmental ("PEG") access channels on the cable system. We currently have one (1) channel devoted to public access; one (1) channel devoted to educational access; and one (1) channel devoted to government access.

Our franchise requires that our PEG channels be supported in the following ways by the cable operator:

Cable Communications Ordinance

Section 37: Cable Programming

(f) Studios and associated production equipment will be located at Geneva High School in order to meet the public's need for access programming, and to accommodate the specially designated channels described in this Paragraph. Financial and technical support and replacement and maintenance of equipment for such facilities shall be separately incorporated in the Franchise by mutual agreement between the City and a Grantee.

Cable Franchise

Please see Attachment 1, Section 32: (Studios and Equipment); and 33 (Programming Staff).

Our franchise contains no institutional network ("I-Net") requirements.

Our franchise contains the following requirements regarding emergency alerts:

Cable Communications Ordinance

Section 38: Emergency Override

(a) The Grantee shall configure the Cable System to enable carriage of audio emergency override cable casting over all Channels of the Cable System in accordance with FCC regulations. Said emergency override capability shall be designed to allow the Mayor, or the Mayor's designee to activate the emergency override by touch-tone telephone, including cellular telephones or Personal Communications System (PCS) telephones, upon declaration of a public emergency.

(b) Upon requirement by the FCC to participate in the Emergency Alert System, Grantee shall provide the following:

(1) A Channel alert system which provides Subscribers with appropriate audio and/or visual emergency warnings on all Channels operated by the Grantee at any given time.

(2) An Emergency Alert System (EAS) or its successor, in accordance with all requirements of the FCC, including, but without limitations, the requirement currently set forth in FCC regulations that cable television systems transmit a visual EAS message on at least one (1) channel and that cable television systems also provide video interruption and audio EAS messages on all Channels with the video further stating which Channel is carrying the visual message. In establishing its EAS system, the Grantee shall, in accordance with FCC or other applicable regulations, cooperate with the City on the use and operation by the City of the EAS.

(3) In the event of emergencies which are not subject to the provisions of the EAS regulations established by the FCC (47 U.S.C. § 11.53, § 11.55) upon notification of said emergency by the Mayor or the Mayor's designee, the Grantee shall transmit a visual message on at least one (1) Channel and provide video interruption and an audio message on all Channels with the video further stating which Channel is carrying the visual message.

(4) A Grantee and the City shall jointly develop an emergency notification plan which shall be integrated into the City's disaster or emergency operations plan, and which plan shall be coordinated with DuPage County Emergency Communications (DuComm) and the Kane County Emergency Services and Disaster Agency (ESDA).

Cable Franchise

Section 36: Services to City

D. Emergency Alert Override System. The Franchisee shall provide, install and maintain, free of charge, an Emergency Alert Override System. The Emergency Alert Override System shall allow the City, by means of a security coded telephone dialing system, to override the audio and video signals on all channels of all systems activated throughout the City, and to insert a video and audio message simultaneously on all such overridden channels. Such Emergency Alert Override System shall be capable of manual disengagement of the City, and, absent manual disengagement, shall automatically disengage after a minimum two (2) minute and maximum three (3) minute interval. The Emergency Alert Override System shall also include the capability for the City to provide video and audio signals with such capability subject to manual engagement and disengagement only. The Emergency Alert Override System shall be in place and fully functional for the subscriber system and the institutional loop at the same time that each such system or loop is activated within the City.

These emergency alert requirements provide an important avenue of communication with our residents in the event of an emergency. This function is especially crucial to residents who are homebound or handicapped, as they cannot always hear the City's outdoor emergency sirens and rely heavily on television and radio for information. National weather service and other alerts are plentiful, but weather and other conditions in our area can vary greatly from one end of a

county to another, so the more information available to residents on local conditions, the better they and the City can react in the event of an emergency.

Our franchise contains the following customer service obligations, by which we are able to help ensure that the cable operator is treating our residents in accordance with federal standards and the terms it agreed to in its franchise.

Cable Communications Ordinance

Please see attached Attachment A, Sections 31 (Customer service standards.); 32 (Consumer protection.); and 33 (Continuity of service mandatory.)

Cable Franchise

Please see attached Attachment B, Sections 42 (Installation, Maintenance and Complaint Procedure) and 20 (Public Relations).

In addition, our franchise sets standards for reliability and quality of the cable system:

Cable Franchise

Section 23: Reliability

Franchisee shall repair any system outage affecting fifty (50) subscribers or less within two (2) hours after notice of said outage, and shall repair any system outage affecting more than fifty (50) subscribers within four (4) hours subject to the provisions of Section 48 hereof. If Franchisee fails to repair such outages within the time frame set forth above, Franchisee shall be subject to the penalties set forth at Article VII, Section 10, of the Cable Communications Ordinance.

Section 24: System Testing

The Cable communications system shall be maintained in an appropriate manner to provide state-of-the-art quality and signal transmission reliability. Properly calibrated state-of-the-art equipment shall be used in maintaining the system.

System testing to monitor technical performance shall comply with mutually agreed industry standards. As of the Agreement date, the Franchisee shall utilize the most recent edition of "Standards of Good Engineering Practices for Measurements on Cable Television Systems," published by the National Cable Television Association.

If there is a dispute concerning the source of visual impairment on video channels, the Franchisee shall compare the subscriber's television set with a portable television set on an A/B substitution basis.

Our original franchise contains the following reasonable build schedule for the cable operator:

Cable Communications Ordinance

Please see attached Attachment C, Sections 13 (System construction.); and 14 (Construction and technical standards.).

Cable Franchise

Please see attached Attachment D, Sections 18 (Installation, Construction Schedules, Plans, Maps and Reports); 19 (Construction Requirements and Standards); and 20 (Public Relations).

Our franchise requires that the cable operator currently provide service to the following areas of our community:

Cable Communications Ordinance

Section 23: Service availability and record request.

The Grantee shall provide Cable Service throughout the entire Franchise Area pursuant to the provisions of this Ordinance and the Franchise and shall keep a record for at least three (3) years of all requests for service received by the Grantee. Requests for service shall include telephone and written requests for installations, including new Cable Service, disconnections, and repairs. This record shall be available for inspection by the City, or its designee, at the Grantee's office located nearest to the City during regular office hours.

Please also see attached Attachment E, Section 28 (Requests for service and temporary service drops.).

Cable Franchise

Please see attached Attachment F, Section 27 (Extension of System).

Please note that our cable communications ordinance specifies a minimum density of twenty (20) dwelling units per street mile for extending a feeder line beyond the prior franchise area within one month after the minimum density is reached. This is also concurrent with the installation of utility lines to the newly-annexed developing areas which have a planned density of twenty (20) dwelling units per street mile and which lie contiguous to the boundary of the Franchise Area or at the end of any trunk or feeder line extensions beyond the franchise area. The ordinance states that the cable franchise holder shall extend cable television service to isolated residents outside the initial service area requesting connection at the standard connection charge, if the connection would require no more than a standard 125-foot drop line. Areas not meeting the requirements for mandatory extension of service shall be provided an estimate of the provider's costs required to extend the service. In this case, the provider may require advance payment or assurance of payment, although the payments shall be refunded to the subscriber in the event the area subsequently reaches the required density.

The cable system within the City of St. Charles corporate limits was rebuilt in 2003. This upgrade brought fiber to the curb and allowed Comcast to offer cable modem service and digital

telephone service to the entire franchise service area. The rebuild process was smooth, and the City was kept well informed, receiving weekly notices of the locations planned for work. The City knew at all times when and where Comcast crews would be working. The permitting process for the upgrade also went smoothly. The City's Engineering office and Comcast construction manager worked together to ensure proper location of cable within easements.

Our franchise contains a "most-favored-community" provision, which states the following:

Cable Franchise

Section 6: Most Favored Community Status

Throughout the term of this Agreement, Franchisee shall have an affirmative duty to notify the City that Franchisee has been granted a cable television franchise, or an amendment thereto, by another municipality within seventy-five (75) mile radius of the City. In the event said franchise or amendment contains terms, conditions, rates, or services (such as, but not limited to, additional audio, digital, video, radio, or point-to-point services) deemed by the City to be more beneficial to it, the City may elect to obtain such terms, conditions, rates, or services. The City may waive this requirement upon an affirmative showing by the Franchisee that the term, condition, rate, or service is: (1) being tested on a trial basis only; (2) not marketable within the City; or (3) not practicable or technically feasible with the City due to population density or other relevant cost factors; provided, however, that the City shall not unreasonably deny Franchisee's waiver request.

Our franchise contains the following insurance and bonding requirements:

Cable Communications Ordinance

Please see attached Attachment G, Section 17 (Forms of Security); 18 (Construction Security); and 19 (Liability and Insurance).

Cable Franchise

Please see Attachment H, Section 19 (Construction Requirements and Standards) paragraph C (Insurance and Cash Escrows or Letters of Credit); Section 46 (Liability and Indemnification)

The cable franchise grants the cable operator access to the public rights of way and compatible easements for the purpose of providing cable television service. Following are provisions from our Cable Ordinance and Cable Franchise for permitting:

Cable Communications Ordinance

Please see Attachment I, Section 14 (Construction and technical standards); 15 (Use of Public Streets and Public Ways).

Cable Franchise

Please see Attachment J, Section 18 (Installation, Construction Schedules, Plans, Maps and Report) Paragraph C (Permit Applications); 19 (Construction Requirements and Standards) Paragraph B (Permits and Payment of Costs)

Apart from the franchise, the cable provider is required to obtain a permit from the appropriate municipal office as well before it may access the public rights of way.

City Requirements

The City Engineering Division (Public Works Department) requires a Right-of-way Permit. There is no fee, and the form is available on the City's web site at <http://www.stcharlesil.gov/departments/PublicWorks/PDFs/ROWPermitAppl.pdf>. Please see Attachment K, which is a copy of the permit application form. The City requires this same form for all construction activities performed by organizations other than the City and within the right of way boundaries. The permits automatically expire within one year, or as noted. The following documents are required to be submitted with the application form: Permit Bond or Performance Bond in the amount of \$10,000 (City listed as beneficiary) to assure work is performed in accordance with Chapter 12.30 of the St. Charles Municipal Code; Certificate of Liability Insurance listing the City as additional insured; and a Non-Standard Pavement Permit and a Covenant Running with the Land, if brick pavers, stamped concrete or other non-standard pavement will be used for restoration after the right-of-way work is complete. The Engineering Office also must be contacted for inspection 24 hours in advance before bituminous, concrete or pavement is placed within the right-of-way.

The City Electric Division requests a cover letter describing the type of work, general location of the work, reason for the work and the proposed timeframe. They also request drawings that show details of the proposed location for the installation. The documents are reviewed by the City's Electric Engineer, who advises the requestor of requirements or special circumstances. Our staff is unaware of any permits that have ever been denied.

Five main points cite the reasons this municipal permitting process is important:

1. Permits officially link the company doing the work to the physical work. Many times, the work or restoration of a work area is performed by contractors employed by the company. If there is damage done or an accident, the City will have the link to the contractor who was performing the work and hold them accountable.
2. Local permits insure that ordinances, standards and requirements are maintained. Whether it be Ordinances governing when a contractor can work, IDOT work zone protection standards, JULIE requirements, installation height above roadways, attachment locations on the pole or other issues, the permit process allows the municipality to notify the contractor of the requirements for performing the work. Who will enforce traffic control and protection standards if not the authority in charge of the right-of-way?

3. Permits allow coordination of utilities within congested rights-of-way. Some utilities are able to share facilities or space with cable. The municipality needs the ability to coordinate the location of lines within a right-of-way, especially those near City owned electric utility lines (the City of St. Charles has its own, local Electric Utility). Separation between underground lines is important for public safety so that repairs to a cable line do not cause damage to other utility lines in the same right-of-way. Without centralized, local control, cable lines could easily consume the entire right-of-way space, which would make it impossible for other utilities to install facilities.
4. Citizens expect their municipality to know what type of work is going on and be in control of that work within the public rights-of-way and around their private property. We have had many occasions when work by a company or contractor was proposed on private property without easements. Citizens expect us to protect them from that.
5. Local permitting helps prevent any number of public safety issues. Road/lane closures are coordinated with police and fire departments. Identification and protection of critical infrastructure (water mains) guards the City's investments and prevents accidents that would affect our residents and cause costly repairs for the City. Work zone protection is more easily enforced to prevent worker and pedestrian injuries. Cities can enforce requirements for erosion control to keep excavated material from entering the City's storm sewer system. Pavement, curb and gutter repairs are supervised and inspected to ensure quality standards are met.

The franchise agreement provides for the following enforcement mechanisms by which we are able to ensure that the cable operator is abiding by its agreement:

Cable Communications Ordinance

Please see Attachment L, Section 10 (Rights Reserved to the City); 24 (Availability of Books and Records); 25 (Other Petitions and Applications); 27 (Annual Gross Revenues Reports); 30 (Periodic Testing and Compliance with FCC Standards); 40 (Performance Evaluation Sessions); 42 (Forfeiture and Termination); 43 (Penalties); 48 (Notice to Comply); 54 (Rights and Remedies).

Cable Franchise

Please see Attachment M, Section 8 (Performance Evaluation Meetings); and 15 (Books and Records).

Section 13: Operation Following Expiration or Revocation.

B. City Right to Inventory System and Examine Results of Operations. In order to protect its interest in the system during the period which the Franchisee is operating as a trustee, the City shall have the right, at any time after initiating revocation procedures and at any time within one-hundred and eighty (180) days prior to the expiration of the franchise and at any time while a cable system is being operated by the Franchisee as a trustee, to cause an independent appraisal and inventory of all or any part of the assets of the system to be made to verify and establish the existence and condition of all such real and personal property of the system. During this period, the City shall have the further right to examine as

often as it may deem reasonably necessary the books and records of the system's operations.

The Franchising Process

The cable system serving our community also serves many adjoining communities: Geneva, Batavia, West Chicago, Elgin, Aurora, North Aurora, Wheaton and Naperville. We worked together with the City of Geneva to issue the current cable franchise and are in a franchise renewal process now, again working together with the City of Geneva to issue a cable franchise renewal. This allows Comcast to more quickly obtain franchises in these communities so as to be able to serve a larger region, while also allowing for individual provisions in specific franchises in order to tailor them to meet local needs.

Under the law, a cable franchise functions as a contract between the local government (operating as the local franchising authority) and the cable operator. Like other contracts, its terms are negotiated. Under the Federal Cable Act it is the statutory obligation of the local government to determine the community's cable-related needs and interests and to ensure that these are addressed in the franchising process – to the extent that is economically feasible. However derived (whether requested by the local government or offered by the cable operator), once the franchise is approved by both parties the provisions in the franchise agreement function as contractual obligations upon both parties.

Our current franchise provides that changes in law, which affect the rights or responsibilities of either party under this franchise agreement, will be treated as follows:

Cable Communications Ordinance

Section 8: Franchise Renewal

- (a) To the extent applicable, current federal procedures and standards pursuant to 47 U.S.C. § 546 shall govern the renewal of any Franchise awarded under this Ordinance.
- (b) In the event that Section 626 of the Cable Act (47 U.S.C. § 546) is repealed, and no successor is enacted, then the Franchising Authority and the Grantee shall follow the terms and conditions of 47 U.S.C. § 546 as if it were still in effect.

Section 9: Franchise Review and Modification

- (a) To the extent applicable, the modification provisions of the Cable Act (47 U.S.C. § 546), as the same may be amended from time to time, shall govern the procedures and standards for modification of a Franchise. The Grantee may file a request for modification of a Franchise with the City in accordance with said modification provisions at any time during the term of the Franchise.
- (b) To the extent that the modification provisions of the Cable Act, as the same may be amended from time to time, are repealed or otherwise not applicable, a Franchise may be modified to the extent permitted by applicable

law, according to the standards set forth in Subsection (c) below and in other applicable provisions of this Ordinance.

(c) Any modification to a Franchise Agreement shall require the approval of the City Council.

Section 47: Compliance with State and Federal Laws

(a) Notwithstanding any other provisions of the Franchise to the contrary, the Grantee shall at all times comply with all laws and regulations of the state and federal government or any administrative agencies thereof; provided, however, if any such state or federal law or regulation shall require the Grantee to perform any service, or shall permit the Grantee to perform any service, or shall prohibit the Grantee from performing any service, in conflict with the terms of the Franchise or of any law or regulation of the City, then as soon as possible following knowledge thereof, the Grantee shall notify the City of the point of conflict believed to exist between such regulation or law and the laws or regulations of the City or the Franchise.

(b) If the City determines that a material provision of this Ordinance is affected by any subsequent action of the state or federal government, the City and the Grantee shall negotiate to modify any of the provisions herein to such reasonable extent as may be necessary to carry out the full intent and purpose of this agreement in accordance with then applicable law.

While a franchise is negotiated by the local government as a contract, the process provides the cable operator additional due process rights, and consequent additional obligations on the local government. For instance:

Cable Communications Ordinance

Section 16: Notice to Grantee

(c) Except as provided in Section 40 regarding Performance Evaluation Sessions herein below, the City shall not take any final action involving the evaluation, modification, renewal, revocation, or termination of the Grantee's Franchise unless the City Council has:

- (1) Called a public meeting for the purpose of taking such action as specified above;
- (2) Complied with the Public notice provisions of the Open Meetings Act (5 ILCS 120/1 et seq.);
- (3) Advised the Grantee in writing by either certified United States Mail or delivery by hand, at least seven (70 days prior to such meeting as to its time, place, and purpose; and
- (4) The Grantee and any interested Person are given an opportunity to be heard at such meeting.

Section 22: Public Notice

Minimum public notice of any public meeting relating to the Franchise shall follow state statutory requirements and shall be on the Government Access

Channel of the Cable System between the hours of 7:00 p.m. and 9:00 p.m., for five consecutive days prior to the meeting.

References are made throughout the document to public meetings that are required prior to the City taking any type of official action regarding the franchise, Cable Ordinance or franchisee. Violation procedures require the franchisee be given a 14-day notice of such public meeting, date, time and place. The franchisee is entitled to the right to present evidence and be represented by counsel.

Cable Franchise

Section 49: Notice

Except as provided in Article VI, Section 5, of the Cable Communications Ordinance, the City shall not take any final action involving the evaluation, modification, renewal, revocation, or termination of the Franchisee's franchise unless the Council has (1) called a public meeting for such purpose in accordance with the Illinois Open Meetings Act; (2) advised the Franchisee in writing at least thirty (30) days prior to such public meeting as to its time, place, and purpose; and (3) published a notice, at least once, ten (10) days before the meeting in a newspaper of general circulation within the City. The Franchisee and any interested person shall be entitled to be heard at such meeting. Notwithstanding the foregoing, no notice to Franchisee shall be required to be given by City upon the expiration, or prior to the expiration, of the Franchise Agreement.

Section 9: Franchise Renewal and Expiration

A. Renewal Request Requirements. The Franchisee may file a written request to renew its franchise; provided, however, that, unless the City shall consent to some lesser notice, any such request shall be filed at least twelve (12) months, but not more than twenty-four (24) months, prior to the franchise expiration date. Any such request shall be accompanied, in addition to the items called for in Article VI, Section 6, of the Cable Communications Ordinance, by all data and information which the franchisee considered pertinent in support of the request as well as by the Franchisee's specific proposals, if any, for revision or modification of this Agreement. Upon receipt of such a request, the City may request any additional data or information from the Franchisee which it considered necessary to evaluate the request and shall, upon receipt thereof, call and notice a public hearing on the request for renewal in the manner provided in Article VI, Section 5, of the Cable Communications Ordinance.

B. Purpose of Hearing. At the public hearing called pursuant to Subsection A hereof, the city shall review the Franchisee's performance during the term of this Agreement; shall consider the adequacy of this Agreement, and of the Franchisee from the standpoint of the City's needs and interests, applicable or relevant laws, rules and regulations, and current technological considerations; and shall determine the advisability of renewing the Franchisee's franchise on either the same or modified franchise agreement terms and conditions. In

addition, the City shall make a finding and determination as to whether or not the Franchisee did reasonably comply with the terms and conditions imposed by this Agreement and the Cable Communications Ordinance.

Competitive Cable Systems

Our community has never been approached by a competitive provider to provide service. We have actively sought out competitive providers, but we were not successful. The City of St. Charles has never denied any provider the opportunity to serve in our community.

Please also note that the City's current franchise includes the following provision regarding overbuilding:

Cable Franchise

Section 47: Overbuilding

Nothing in this Agreement shall prohibit the City from granting a franchise to any other entity to provide cable television service to the entire City or any part thereof, including all or any areas served by the Franchisee under this Agreement or any amendments thereto. The City may award any such franchise or franchises on any terms it deems appropriate at its sole discretion, without regard to any terms, conditions or provisions contained in the instant Agreement.

Conclusions

The local cable franchising process functions well in the City of St. Charles. As the above information indicates, we are experienced at working with cable providers to both see that the needs of the local community are met and to ensure that the practical business needs of cable providers are taken into account.

Local cable franchising ensures that local cable operators are allowed access to the rights of way in a fair and evenhanded manner, that other users of the rights of way are not unduly inconvenienced, and that uses of the rights of way, including maintenance and upgrade of facilities, are undertaken in a manner which is in accordance with local requirements. Local cable franchising also ensures that our community's specific needs are met and that local customers are protected.

Local franchises thus provide a means for local government to appropriately oversee the operations of cable service providers in the public interest, and to ensure compliance with applicable laws. A Federal oversight of these functions would be far less effective, prompt and responsive in addressing or correcting problems in easements and rights-of-way that City staff work with on a daily basis. There is no need to create a Federal oversight in Washington to handle matters of specifically local interest that are working well as they exist now and have been for many years.

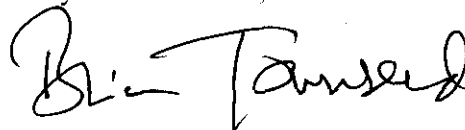
Finally, local franchises allow each community, including ours, to have a voice in how local cable systems will be implemented and what features (such as PEG access, institutional networks or local emergency alerts, etc.) will be available to meet local needs. These factors are equally present for new entrants as for existing users.

While we do not feel it is the responsibility of locals municipalities to interfere with private business, market conditions, or especially competition, the aspects and nature of cable television in relation to emergency alerts, access of private companies to public rights-of-way, and public access programming require an assurance and responsibility to our residents that the private companies entrusted with these important functions are handling them with the responsibility, attention to detail, and equality they require.

The City of St. Charles therefore respectfully requests that the Commission do nothing to interfere with local government authority over franchising or to otherwise impair the operation of the local franchising process as set forth under existing Federal law with regard to either existing cable service providers or new entrants.

Respectfully submitted,

City of St. Charles, Illinois

A handwritten signature in black ink, appearing to read "Brian Townsend", written over a horizontal line.

By: Brian Townsend
City Administrator
2 E. Main Street
St. Charles, IL 60174
(630) 377-4425
btownsend@stcharlesil.gov

cc: NATOA, info@natoa.org
John Norton, John.Norton@fcc.gov
Andrew Long, Andrew.Long@fcc.gov



January 31, 2006

Dr. Greg Fantozzi
Principal
Geneva Community High School
416 McKinley Street
Geneva, IL 60134

Re: FCC Comments of City of St. Charles
MB Docket No. 05-311

Dear Dr. Fantozzi:

Enclosed please find Comments of the City of St. Charles in the Matter of Implementation of Section 621(a)(1) of the Cable Communications Policy Act of 1984. In accordance with FCC rules on ex parte presentations in commission proceedings (GC Docket No. 95-21, Memorandum Opinion and Order, 14 FCC Rcd 18831), any local government named in the comments of any party must be served with a copy of the comments to provide them with an opportunity to respond. Geneva Community High School is mentioned on Page 9 of our comments, in reference to our Cable Communications Ordinance, Section 37 "Cable Programming," Paragraph (f), which states, "Studios and associated production equipment will be located at Geneva High School in order to meet the public's need for access programming, and to accommodate the specially designated channels described in this Paragraph."

Please feel free to contact me if you have any questions about the enclosed documents.

Sincerely,

Susan M. Kempf
(630) 377-4917
skempf@stcharlesil.gov

Enclosure

cc: FCC Comments of the City of St. Charles, MB Docket No. 05-311

DONALD P. DEWITTE *Mayor*
BRIAN TOWNSEND *City Administrator*



ST. CHARLES
SINCE 1834

January 31, 2006

Ms. Sue McLaughlin
Village Administrator
Village of North Aurora
25 E. State Street
North Aurora, IL 60542

Re: FCC Comments of City of St. Charles
MB Docket No. 05-311

Dear Ms. McLaughlin:

Enclosed please find Comments of the City of St. Charles in the Matter of Implementation of Section 621(a)(1) of the Cable Communications Policy Act of 1984. In accordance with FCC rules on ex parte presentations in commission proceedings (GC Docket No. 95-21, Memorandum Opinion and Order, 14 FCC Rcd 18831), any local government named in the comments of any party must be served with a copy of the comments to provide them with an opportunity to respond. The Village of North Aurora is mentioned on Page 9 of our comments, in reference to the adjoining communities served by the cable system.

Please feel free to contact me if you have any questions about the enclosed documents.

Sincerely,

Susan M. Kempf
(630) 377-4917
skempf@stcharlesil.gov

Enclosure

cc: FCC Comments of the City of St. Charles, MB Docket No. 05-311

DONALD P. DEWITTE Mayor

BRIAN TOWNSEND City Administrator



January 31, 2006

Ms. Sue Olafson
Public Information
City of Elgin
150 Dexter Court
Elgin, IL 60120-5570

Re: FCC Comments of City of St. Charles
MB Docket No. 05-311

Dear Ms. Olafson:

Enclosed please find Comments of the City of St. Charles in the Matter of Implementation of Section 621(a)(1) of the Cable Communications Policy Act of 1984. In accordance with FCC rules on ex parte presentations in commission proceedings (GC Docket No. 95-21, Memorandum Opinion and Order, 14 FCC Rcd 18831), any local government named in the comments of any party must be served with a copy of the comments to provide them with an opportunity to respond. The City of Elgin is mentioned on Page 9 of our comments, in reference to the adjoining communities served by the cable system.

Please feel free to contact me if you have any questions about the enclosed documents.

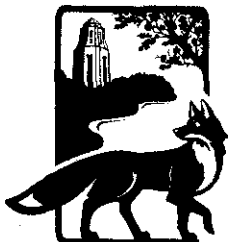
Sincerely,

Susan M. Kempf
(630) 377-4917
skempf@stcharlesil.gov

Enclosure

cc: FCC Comments of the City of St. Charles, MB Docket No. 05-311

DONALD P. DEWITTE Mayor
BRIAN TOWNSEND City Administrator



ST. CHARLES
SINCE 1834

January 31, 2006

Mr. Michael Guttman
City Administrator
City of West Chicago
475 Main Street
West Chicago, IL 60185

Re: FCC Comments of City of St. Charles
MB Docket No. 05-311

Dear Mr. Guttman:

Enclosed please find Comments of the City of St. Charles in the Matter of Implementation of Section 621(a)(1) of the Cable Communications Policy Act of 1984. In accordance with FCC rules on ex parte presentations in commission proceedings (GC Docket No. 95-21, Memorandum Opinion and Order, 14 FCC Rcd 18831), any local government named in the comments of any party must be served with a copy of the comments to provide them with an opportunity to respond. The City of West Chicago is mentioned on Page 9 of our comments, in reference to the adjoining communities served by the cable system.

Please feel free to contact me if you have any questions about the enclosed documents.

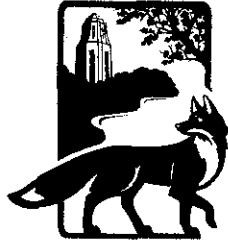
Sincerely,

Susan M. Kemph
(630) 377-4917
skemph@stcharlesil.gov

Enclosure

cc: FCC Comments of the City of St. Charles, MB Docket No. 05-311

DONALD P. DEWITTE Mayor
BRIAN TOWNSEND City Administrator



January 31, 2006

Mr. Phil Page
City of Geneva
22 S. First Street
Geneva, IL 60134

Re: FCC Comments of City of St. Charles
MB Docket No. 05-311

Dear Mr. Page:

Enclosed please find Comments of the City of St. Charles in the Matter of Implementation of Section 621(a)(1) of the Cable Communications Policy Act of 1984. In accordance with FCC rules on ex parte presentations in commission proceedings (GC Docket No. 95-21, Memorandum Opinion and Order, 14 FCC Rcd 18831), any local government named in the comments of any party must be served with a copy of the comments to provide them with an opportunity to respond. The City of Geneva is mentioned on Page 9 of our comments, in reference to the adjoining communities served by the cable system and joint franchise renewal process.

Please feel free to contact me if you have any questions about the enclosed documents.

Sincerely,

Susan M. Kempf
(630) 377-4917
skempf@stcharlesil.gov

Enclosure

cc: FCC Comments of the City of St. Charles, MB Docket No. 05-311

DONALD P. DEWHITE Mayor
BRIAN TOWNSEND City Administrator

ATTACHMENT 1

SECTION 32: Studios and Equipment

A. The Franchisee shall maintain a major production studio in the City which is permanently and fully equipped to provide full color program origination over the Franchisee's cable system in the City and is available for the production and presentation of programming transmitted over any of the channels referred to in Sections 28 (Public Access Channel), and 29 (Channels Allocated to Municipalities) of this Agreement. The studio shall be equipped with at least the following equipment:

<u>Quantity</u>	<u>Item</u>	<u>Description</u>
2	Hitachi FP-21	Color television cameras. (Studio and Eng) 1.5 Viewfinders, Lens cable kits, 10 x 1 power zoom, 4.5" Studio viewfinders, operational panels, AC adapter, battery charger, microphones, camera heads, tripod adapters, 50 ft. camera cable, VTR cables, carrying cases.
2	ITE Tripodes, fluid heads and dollies	
1	Sony SEG 2000	Color television production switches. Built-in NTSC sync generator with Gen-Lock. Three-way operation: AC, external DC and batteries. "SC and H phase adjustment" operates as wave form. Four output bus lines: A and B special effects bus, Preset and program bus. Auto take switch and PGM/PST mix lever for cut and dissolve between PGM and PST pictures, six video inputs and one auxiliary input. Mix, EXT, key and wipe between any pictures on A and B bus. Six wipe patterns with choice of hard wipe, soft wipe and border width. Built-in down stream Keyer with shadow generator. Built-in background generator: black white or any

color. Four black burst out puts.
Self-illuminating buttons.

1	Sony VO-5850	U-Matic editing recorder/player 3/4"
1	Sony VO-5800	U-Matic source machine for VO-5850 3/4"
1	Sony RM-440	Editing controller 3/4"
3	Sony DR-10A head sets	
1	Sony Turntable	
1	Sony Cassette Deck	
1	Sony Amplifier	
2	Sony Speakers	
1	Tapco 8201B Audio Mixer	
2	Panasonic WV-5352 Dual 9" Camera Monitors	
1	Sony SLO 340 portable VCR with batteries	
1	Microtime T-120	Digital Time Base corrector
1	Videotek VM-12RA/ Cross Pulse, underscan	
1	Videotek RM-12RA	
1	Sony PVM 8000/ Battery for remotes	
1	Panasonic CT01910 Studio Monitor	
1	Microgen character generator	
1	HFC Series, 700 Production Console	
1	Sigma VDA-100A	

- 1 Sigma ADA-110
- 1 Sigma Rack
- 1 Sigma Blank Panel
- 1 Dynair VS6-D6X1
- 1 Sigma VS-100 6X1
- 1 Videotek Waveform/
Vectorscope/Rack
- 2 Panasonic CT-110M
for Editing
- 1 Wilson Cart for
Studio Monitor
- 6 Microphones and
Cables Electro-
Voice CO-905, with
hand held shot gun
microphones

Cables and Connectors

Studio Lights (Colortran)

- 3 Colortran Mini King
Barndoors
- 3 Colortran Mini King
Lights
- 3 GTE 500 Watt Lamps
- 4 Set Lights
- 4 GTE 500 Watt Lamps

The above equipment is also capable of remote productions requiring port-a-pack use.

In addition, the studio shall contain adequate auxiliary facilities, including tape and film editing equipment, a production control room, and a production studio. The Franchisee shall make available these facilities for the production and presentation of programming on any of the community channels. The Franchisee shall provide that such studio and facilities may be used by any resident on the same basis as such studio and facilities are available to residents

of, and other persons authorized by, the City.

The Franchisee shall maintain a major production studio in the City of St. Charles, Illinois, which shall be available for use by residents of the Cities of Geneva and St. Charles and other persons authorized by the City. Such production studio shall be permanently and fully equipped with all equipment and facilities to allow production of major full color television shows.

B. The Franchisee shall also maintain one mobile television production van available for equal non-discriminatory use by the City with the Cities of Geneva and West Chicago in connection with any of the channels referred to in Sections 28 (Public Access Channel), and 29 (Channels Allocated to Municipalities) of this Agreement. This van shall be equipped in accordance with the specifications which are attached hereto as Exhibit "F" (Specifications for Mobile Production Van).

In the event that the mobile television production van referred to immediately above is in use during eighty (80) percent of the weekdays (Monday through Friday) for eighty (80) percent of the time during any consecutive three (3) hour period for six (6) consecutive weeks by the Cities heretofore mentioned, the Franchisee shall have six (6) months in which to make an additional mobile television production van, substantially equivalent to the above referenced van, available for the use of the Cities; provided, however, that if the Franchisee affirmatively demonstrates that acquisition of such additional van is not economically viable, such additional van need not be provided until such acquisition becomes economically viable.

C. The Franchisee shall maintain its programming and production equipment and facilities in good repair, shall keep it reasonably current with the state-of-the-art technology, and shall purchase additional equipment as reasonably requested by the City.

The Franchisee may require a reasonable deposit from users of any community channel when said users remove equipment belonging to Franchisee from any studio facility. Nothing herein shall be construed to limit the liability of any person removing such equipment from such facilities or to relieve such person from liability for all damages if such equipment must be repaired or replaced due to damage, theft, or abuse while loaned to such person.

SECTION 33: Programming Staff

The Franchisee shall staff its major studio facility with full-time production and technical personnel sufficient in number, experience, and ability to help produce programming for

cablecast on any community channel at a minimum staffing level not less than as proposed in Forms 24 C(3) thru 24 C(6) of Franchisee's Proposal To Provide Cable Television Services dated November 22, 1982.

In addition, the Franchisee shall provide an adequate number of qualified personnel to assist and train members of the public in the use of the program production equipment and community channels. At least one person shall be employed full-time by the Franchisee to promote use of the public access and municipal channels and advise users on programming and production techniques. The Franchisee shall offer and conduct a free workshop, not less than once every three months, to provide training on the use of production equipment. Announcements of the date, time, and place of these workshops shall be made over the community channel no less than six (6) times daily for a two (2) week period prior to each workshop. Notice of the workshop shall also be published in the subscribers' program guide.

Section 31. Customer service standards.

- (a) A Grantee shall be subject to the following customer service standards consistent with 47 U.S.C. §76.309:
 - (1) A Grantee will maintain a local, toll-free, or collect telephone access line which will be available to its Subscribers 24 hours a day, seven days a week.
 - a. Trained Grantee representatives will be available to respond to customer telephone inquiries during Normal Business Hours.
 - b. After Normal Business Hours, the access line may be answered by a service or automated response system, including an answering machine. Inquiries received after Normal Business Hours must be responded to by a trained Grantee representative on the next business day.
 - (2) Under Normal Operating Conditions, telephone answer time by a customer representative, including wait time, shall not exceed 30 seconds when the connection is made. If the call needs to be transferred, transfer time shall not exceed 30 seconds. These standards shall be met no less than 90 percent of the time under Normal Operating Conditions as measured on a quarterly basis.
 - (3) The Grantee will not be required to acquire equipment or perform surveys to measure compliance with the telephone answering standards above unless an historical record of complaints indicates a clear failure to comply.
 - (4) Under Normal Operating Conditions, the customer will receive a busy signal less than three (3) percent of the time.
 - (5) Customer service centers and bill payment locations will be open at least during Normal Business Hours and will be conveniently located.
 - (6) Installations, outages, and Service Calls. Under Normal Operating Conditions, each of the following four standards will be met no less than 95 percent of the time as measured on a quarterly basis.
 - a. Standard installations will be performed within seven business days after an order has been placed. "Standard" Installations are those that are within 125 feet of the existing distribution system.
 - b. Excluding conditions beyond the control of the Grantee, the Grantee will begin working on Service Interruptions promptly and in no event later than 24 hours after the interruption becomes known. The Grantee must begin actions to correct other service problems the next business day after notification of the service problem.

- c. The "appointment window" alternatives for Installations, Service Calls and other Installation activities will either be at a specific time or, at maximum, a four-hour time block during Normal Business Hours. A Grantee may schedule Service Calls and other Installation activities outside of Normal Business Hours for the express convenience of the customer.
 - d. A Grantee may not cancel an appointment with a customer after the close of business on the business day prior to the scheduled appointment. If a Grantee representative is running late for an appointment with a customer and will not be able to keep the appointment as scheduled, the customer will be contacted. The appointment will be rescheduled as necessary, at a time which is convenient for the customer.
- (7) Communications between a Grantee and Subscribers.
- a. Notification to Subscribers. A Grantee shall provide written information on each of the following areas at the time of Installation of service, at least annually to all Subscribers, and at any time upon request:
 - i. Products and services offered.
 - ii. Prices and options for programming services and conditions of subscription to programming and other services.
 - iii. Installation and service maintenance policies.
 - iv. Instructions on how to use the Cable Service.
 - v. Channel positions of programming carried on the system: and,
 - vi. Billing and complaint procedures, including the address and telephone number of the Franchising Authority's cable office.
 - b. Customers will be notified of any changes in rates, programming services or Channel positions as soon as possible in writing. Notice must be given to Subscribers a minimum of thirty (30) days in advance of such changes if the change is within the control of the Cable Operator. In addition, a Grantee shall notify Subscribers thirty (30) days in advance of any significant changes in the other information required by paragraph (a)(7)a. of this Section.